IN THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF OKLAHOMA

LEONARD SANDERS, Individually and on behalf of all those Similarly Situated,

Plaintiff,

v.

CIVIL ACTION NO. 5:08-cv-00345-R

MPRI, INC., L-3 COMMUNICATIONS, L-3 COMMUNICATIONS CORPORATION, and L-3 SERVICES, INC.,

Defendants.

STIPULATED JUDGMENT APPROVING COLLECTIVE ACTION SETTLEMENT AND DISSMISSING ACTION

Upon consideration of the parties' Joint Motion for Approval of Collective Action Settlement and Dismissal, and having reviewed the Motion and exhibits, and for good cause shown, it is **ORDERED**, **ADJUDGED** and **DECREED** that:

- 1. The settlement of this action as fully described in the Joint Motion:
 a) is fair to all parties, b) reasonably resolves a *bona fide* disagreement between
 the parties concerning the merits of the claims asserted in the action; and c)
 demonstrates a good faith intention by the parties that the claims be fully and
 finally resolved.
- 2. The court has conducted an analysis of the following factors, as articulated in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir.1974): a) time and labor required, b) the novelty and difficulty of the

question presented by the case, c) the skill requisite to perform the legal service properly, d) the preclusion of other employment by the attorneys due to acceptance of the case, e) the customary fee, f) whether the fee is fixed or contingent, g) any time limitations imposed by the client or the circumstances, the amount involved and the results obtained, h) the experience, reputation and ability of the attorneys, i) the "undesirability" of the case, j) the nature and length of the professional relationship with the client, k) and awards in similar cases. The Court finds that the balancing of these factors weighs heavily in favor of approving the fees and litigation cost that will be paid by the Defendants to Plaintiff 's counsel.

- 3. The settlement is therefore **APPROVED** by the Court.
- 4. This action is **DISMISSED WITH PREJUDICE.**

[intentionally left blank]

5. Each party shall bear his/her/its own costs and attorneys' fees except as other provided in by the settlement agreement.

IT IS SO ORDERED this 19th day of October, 2009.

DAVID L. RUSSELL
UNITED STATES DISTRICT JUDGE

APPROVED AND ENTRY REQUESTED:

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